



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

JULY 13, 2022

8:30 A.M.

I. AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission.
(Sign-up sheets at entrance of Commission Chambers.)

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearings: **N/A**
12. Discussion Item: **N/A**
13. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: **N/A**
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

FINANCE

A1. Feldman Ford LLC - P0221015 - (three 2023 hybrid electric vehicle (HEV) four-wheel drive regular cab pickup trucks)
\$176,370.00

1. (Cont'd):

FIRE

- B1. Acme Spring, Inc.** (suspension parts, repair services and related items as needed through 12/31/22) **2,500.00**
- B2. Truck Country of Indiana Inc. dba Stoops Freightliner - P0220651-** (automobile shop repair services as needed through 12/31/22) **15,000.00**
- B3. W&W Holdings and Trust Company dba Performance Parts Express** (fire apparatus parts as needed through 12/31/22) **5,000.00**

HUMAN RESOURCES

- C1. Burrs, Dr. Linda J. dba Step up to Success! LLC** (professional executive coaching as needed through 12/31/22) **30,000.00**

PROCUREMENT, MANAGEMENT & BUDGET

- D1. USI Midwest LLC dba The Cincinnati Insurance Company** (ambulance errors and omissions liability insurance through 7/13/23) **\$93,686.00**

PUBLIC WORKS

- E1. Crown Personnel Service, Inc.** (temporary staffing services as needed through 12/31/22) **20,000.00**
- E2. Graybar Electric Company, Inc.** (street lighting poles, materials and related items as needed through 12/31/22) **10,000.00**

WATER

- F1. Avalon Technologies, Inc.** (Dell network drives, installation services and related items) **91,055.35**
- F2. Friends Service Company, Inc. dba FriendsOffice – P0221014-** (office furniture including design, delivery and installation services) **176,473.70**
- F3. Friends Service Company, Inc. dba FriendsOffice – P0221016 -** (office furniture including delivery and installation as needed through 9/30/22) **20,000.00**
- F4. Kraft Power Corporation** (parts and services for Waukesha brand equipment as needed through 12/31/25) **44,000.00**
- F5. RCJK LLC dba Prism Specialties of Columbus** (cleaning evaluation and restoration services for network equipment) **11,212.22**
- F6. Shook Construction, Inc.** (remediation, restoration and repair services) **1,173,798.00**

- F7. TPC Wire & Cable Corporation** (electric cable reel and various electrical cables) **35,594.55**
- F8. Tetra Tech, Inc.** (professional services for water supply emergency events as needed through 12/31/22) **17,255.00**
- F9. Feldman Ford LLC (P0221018)** (one 2023 utility body truck with compressor) **93,435.00**
- F10. Truck Country of Indiana, Inc. dba Stoops Freightline – P0221023** - (one 2023 crew cab truck with enclosed utility service body) **307,042.00**
- Depts. Of Finance, Fire, Human Resources, Procurement, Management and Budget, Public Works and Water.
- Total: \$ 2,322,421.82**

- 2. O.R. Colan Associates, LLC. – Service Agreement** – consulting services for the North Main Street safety improvements and Wayne Avenue widening projects - Department of Public Works/Civil Engineering. **\$247,250.00**
(Thru 12/31/28)

C. Revenue to the City:

- 3. Dayton Public Schools – Service Agreement** – for service reimbursement – The Civil Service Board. **\$422,189.00**
(Thru 08/31/25)
- 4. Montgomery County Juvenile Court – Service Agreement** – for the Juvenile Court Mediation Program – Department of Planning, Neighborhoods and Development/Mediation. **\$85,000.00**
(Thru 7/01/23)

IV. LEGISLATION:

Informal Resolution

- 5. No. 999-22** In Support of Proposed State Legislation to Bring Single Payer Healthcare to Ohio Residents and Federal Legislation to Bring Single Payer Healthcare to All Residents of the United States.

VI. MISCELLANEOUS:

ORDINANCE NO. 31981-22

RESOLUTION NO. 6654-22

IMPROVEMENT RESOLUTION NO. 3599-22

INFORMAL RESOLUTION NO. 1000-22



City Manager's Report

1.

From 2730 – PMB/Procurement

Date July 13, 2022

Expense Type Purchase Order

Total Amount \$2,322,421.82

Supplier, Vendor, Company, Individual

Name See Below

Address See Below

2022 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below
Includes Revenue to the City <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Affirmative Action Program <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Description

FINANCE

(A1) P0221015 – FELDMAN FORD LLC, DETROIT, MI

- Three (3) 2023 hybrid electric vehicle (HEV) four-wheel drive regular cab pickup trucks.
- These vehicles are required for the daily operations for the Department and will replace Units #2884, #2885 and #2888 which will be disposed of in the best interest of the City.
- Twelve (12) possible vendors were solicited and one (1) bid was received.
- The Department of Finance recommends acceptance of the sole bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Water Operating	53000-5350-1412-64	\$176,370.00

Nicole Fox
Division *acting*
M. Jones
Department
C. LaShea Jetter
City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

FIRE(B1) P0220196 – ACME SPRING, INC., HARRISON TOWNSHIP, OH

- Suspension parts, repair services and related items as needed through 12/31/2022.
- These goods and services are required to maintain the City's Department of Fire fleet.
- This amendment increases the previously authorized amount of \$10,000.00 by \$2,500.00 for a total not to exceed \$12,500.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Fire Fleet Management	67000-6330-1167-71	\$2,500.00

(B2) P0220651 – TRUCK COUNTRY OF INDIANA INC., dba STOOPS FREIGHTLINER, LIMA, OH

- Automobile shop repair services as needed through 12/31/2022.
- These services are required to maintain the City's Department of Fire fleet.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 22004D with pricing through 12/31/2024.
- This amendment increases the previously authorized amount of \$30,000.00 by \$15,000.00 for a total not to exceed \$45,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Fire Fleet Management	67000-6330-1167-71	\$15,000.00

(B3) P0220193 – W & W HOLDINGS AND TRUST COMPANY dba PERFORMANCE PARTS EXPRESS, WARSAW, IN

- Fire apparatus parts as needed through 12/31/2022.
- These goods are required to maintain the City's Department of Fire fleet.
- Rates are in accordance with the City of Dayton's existing price agreement IFB D21003 with pricing through 12/31/2023.
- This amendment increases the previously authorized amount of \$10,000.00 by \$5,000.00 for a total not to exceed \$15,000.00 and therefore requires City Commission approval.
- The Department of Fire recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Fire Fleet Management	67000-6330-1301-71	\$5,000.00

HUMAN RESOURCES(C1) P0221017 – BURRS, DR. LINDA J. dba STEP UP TO SUCCESS! LLC, MIAMISBURG, OH

- Professional executive coaching as needed through 12/31/2022.
- These services are required to provide executive coaching in leadership development, communication, conflict resolution and general support.
- Burrs, Dr. Linda J. dba Step Up To Success! LLC is recommended based upon proven past performance and continuity of services; therefore, this purchase was negotiated.
- The City Commission Office and Department of Human Resources recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	General Fund	10000-1200-1159-52	\$30,000.00

PROCUREMENT, MANAGEMENT & BUDGET(D1) P0221034 – USI MIDWEST LLC dba The CINCINNATI INSURANCE COMPANY, CINCINNATI OH

- Ambulance Errors and Omissions liability insurance through 7/13/2023.
- This insurance is required to finance risks associated with the City's Emergency Medical Service operations and the City's paramedicine program.
- Six (6) possible providers were solicited and two (2) quotes were received.
- The Department of Procurement, Management and Budget and the Department of Fire recommends acceptance of the lowest and best response.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	General Fund	10000-9980-1181-99	\$93,686.00

PUBLIC WORKS – CIVIL ENGINEERING(E1) P0221012 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH

- Temporary staffing services as needed through 12/31/2022.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Street Maintenance	21000-6450-1159-54	\$20,000.00

PUBLIC WORKS – PROPERTY MANAGEMENT(E2) P0220131 – GRAYBAR ELECTRIC COMPANY, INC., DAYTON, OH

- Street lighting poles, materials and related items as needed through 12/31/2022.
- These goods are required for various street lighting projects.
- Rates are in accordance with a public cooperative bid price agreement established by the U.S. Communities Contract #EV-2370.
- This amendment increases the previously authorized amount of \$10,000.00 by \$10,000.00 for a total not to exceed \$20,000.00 and therefore requires City Commission approval.
- Graybar Electric Company, Inc. qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	General Fund	10000-6480-1295-54	\$10,000.00

WATER – WATER RECLAMATION(F1) P0221028 – AVALON TECHNOLOGIES, INC., BLOOMFIELD HILLS, MI

- Dell Network Drives, installation services and related items.
- These goods and services are required to replace equipment at the Water Reclamation plant that was damaged in the March 20, 2022 Fire.
- Rates are in accordance with the State of Ohio Term Schedule Contract # 534109 and Index # STS033.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Waste Water Treatment	55003-3460-1413-54-SF2204	\$91,055.35

(F2) P0221014 – FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORaine, OH

- Office furniture including design, delivery and installation services.
- These goods and services are required to outfit Operation & Control Building for the Furniture that was damaged in the March 20, 2022 fire.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17047D with pricing through 9/30/2022.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Sanitary Sewer Operating	55000-3460-1301-54 SF2204	\$176,473.70

WATER – WATER RECLAMATION (CONTINUED)(F3) P0221016 – FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORaine, OH

- Office furniture including delivery and installation services as needed through 9/30/2022.
- These goods and services are required to outfit various offices within the Division of Water Reclamation.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 17047D with pricing through 9/30/2022.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Sanitary Sewer Operating	55000-3460-1301-54	\$20,000.00

(F4) P0221024 – KRAFT POWER CORPORATION, MASSILLON, OH

- Parts and services for Waukesha brand equipment as needed through 12/31/2022.
- These goods and services are required for repairs of cogeneration equipment at the Division of Water Reclamation.
- Kraft Power Corporation is recommended as an original equipment manufacturer (OEM) regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Sanitary Sewer Operating	55000-3460-1301-54	\$11,000.00
2023	Sanitary Sewer Operating	55000-3460-1301-54	\$11,000.00
2024	Sanitary Sewer Operating	55000-3460-1301-54	\$11,000.00
2025	Sanitary Sewer Operating	55000-3460-1301-54	\$11,000.00

(F5) P0221029 – RCJK LLC dba PRISM SPECIALTIES OF COLUMBUS, CINCINNATI, DAYTON, S. OHIO, NKY, WV, WHITEHALL, OH

- Cleaning evaluation and restoration services for network equipment.
- These services are required to test server equipment at the Water Reclamation plant that was damaged in the March 20, 2022 fire.
- RCJK LLC dba Prism Specialties of Columbus, Cincinnati, Dayton, S Ohio, NKY, was required by Travelers Insurance to review and clean the servers; therefore, this purchase was negotiated.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Waste Water Treatment	55003-3460-1167-54-SF2204	\$11,212.22

WATER – WATER RECLAMATION (CONTINUED)(F6) P0221030 – SHOOK CONSTRUCTION, INC., MORaine, OH

- Remediation, Restoration and Repair services.
- These goods and services are required at the Water Reclamation plant that was damaged in the March 20, 2022 fire.
- Shook Construction, Inc., is recommended based upon proven past performance and to ensure continuity of service; therefore, this purchase was negotiated.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Waste Water Treatment	55003-3460-1425-54-SF2204	\$1,173,798.00

(F7) P0221025 – TPC WIRE & CABLE CORPORATION, MACEDONIA, OH

- Electric cable reel and various electrical cables.
- These goods are required to connect portable generator equipment at the Division of Water Reclamation.
- TPC Wire & Cable Corporation is recommended as the original equipment manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Sanitary Sewer Operating	55000-3460-1411-54	\$35,594.55

WATER – WATER SUPPLY AND TREATMENT(F8) P0221027 – TETRA TECH, INC., CINCINNATI, OH

- Professional services for water supply emergencies events as needed through 12/31/2022.
- These services are required to assist in the preparation of response and recovery capabilities for water supply emergency events.
- Tetra Tech, Inc. is recommended based upon subject matter expertise and collaboration with Montgomery County; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2022	Water Operating	53000-3430-1159-54	\$17,255.00

WATER – WATER UTILITY FIELD OPERATIONS(F9) P0221018 – FELDMAN FORD LLC, DETROIT, MI

- One (1) 2023 utility body truck with compressor.
- This vehicle is required for the daily operations for the Department and will replace Unit #2183 which will be disposed of in the best interest of the City.
- Twenty-four (24) possible vendors were solicited and three (3) bids were received.
- The Department of Water recommends acceptance of lowest and best bid.

<u>Fiscal</u> <u>Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Sanitary Sewer Operating	55000-3445-1412-54	\$93,435.00

(F10) P0221023 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINE, HUBER HEIGHTS, OH

- One (1) 2023 crew cab truck with enclosed utility service body.
- This vehicle is required for the daily operations for the Department and will replace Unit #922 which will be disposed of in the best interest of the City.
- Sixteen (16) possible vendors were solicited and one (1) bid was received.
- The Department of Water recommends acceptance of sole bid.

<u>Fiscal</u> <u>Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2022	Water Operating	53000-3445-1412-54	\$307,042.00

The aforementioned departments recommend approval of these orders.



City Manager's Report

2.

From 6450 - PW/Civil Engineering

Date July 13, 2022

Expense Type Service Agreement

Total Amount \$247,250.00 (thru 12/31/2028)

Supplier, Vendor, Company, Individual

Name O.R. Colan Associates, LLC

Address 7005 Shannon Willow Road, Suite 100
Charlotte, NC 28226

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Capital	41988-6450-1159-54	\$177,510.00
General Capital	41498-6450-1159-54	\$ 43,870.00
2020 General Obligation Debt	49032-6450-1159-54	\$ 25,870.00

Includes Revenue to the City ☐ Yes ☒ No Affirmative Action Program ☒ Yes ☐ No ☐ N/A

Description

NORTH MAIN STREET SAFETY IMPROVEMENTS AND WAYNE AVENUE WIDENING AGREEMENT FOR CONSULTING SERVICES

The Department of Public Works requests permission to enter into an agreement with O.R. Colan Associates, LLC to perform the property acquisition services in connection with the North Main Street Safety Improvements and Wayne Avenue Widening projects. The consultant will perform all necessary right-of-way acquisition services.

These property acquisition services are being funded by General Capital funds (\$221,380.00) and 2020 General Obligation Debt (\$25,870.00). Three firms responded to the request for proposal with O.R. Colan Associates, LLC scoring the most points.

The agreement commences upon execution by the City and shall terminate on December 31, 2028. The agreement has been approved by the Law Department as to form and correctness.

A Certificate of Funds is attached.

E-SIGNED by Weinel Joe
on 2022-07-01 20:40:50 GMT

Signatures/Approval

Approved by City Commission

Division
E-SIGNED by Frederick Stovall
on 2022-07-01 20:55:11 GMT

Department
City Manager
C. Lashae Lipton

Clerk

Date

CERTIFICATE OF FUNDS

CT22-3311

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

☒ New Contract ☐ Renewal Contract ☐ Change Order

Contract Start Date	Upon Execution
Expiration Date	12/31/28
Original Commission Approval	\$ 247,250.00
Initial Encumbrance	\$ 247,250.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	

Required Documentation

Initial City Manager's Report
Initial Certificate of Funds
Initial Agreement/Contract

Copy of City Manager's Report
Copy of Original Certificate of Funds

Amount: \$ 177,510.00	Amount: \$ 43,870.00
Fund Code 41988 - 6450 - 1159 - 54 - - - Fund Org Acct Prog Act Loc	Fund Code 41498 - 6450 - 1159 - 54 - - - Fund Org Acct Prog Act Loc
Amount: \$ 25,870.00	Amount: _____
Fund Code 49032 - 6450 - 1159 - 54 - - - Fund Org Acct Prog Act Loc	Fund Code - - - - - Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: O.R.Colan Associates, LLC

Vendor Address: 7005 Shannon Willow Rd., Suite 100 Charlotte NC 28226
Street City State Zip code + 4

Federal ID: 01-0780018

Commodity Code: 96164

Purpose: Professional Service Agreement for Property Acquisition Services for the North Main Street Safety Improvement and Wayne Avenue Widening Projects.

Contact Person: Joe Weinel Public Works/Civil Engineering 6/27/2022
Department/Division Date

Originating Department Director's Signature: Frederick M. Stovall 6/29/22

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

[Signature]
Finance Director Signature

[Signature]
CF Prepared by

7/5/22
Date

7/1/22
Date

CT22-3311
CF/CT Number

June 29, 2022

TO: Shelley Dickstein, City Manager

FROM: Frederick M. Stovall, Director *FMS*
Department of Public Works

SUBJECT: North Main Street & Wayne Avenue Consulting Services

The Department of Public Works issued a Request for Proposal for right-of-way property acquisition services necessary for the North Main Street and Wayne Avenue roadway construction projects. RFP #22-015pwce was issued April 14, 2022. Four proposals were submitted, and one proposal was deemed non-responsive.

There was a three-person review team and O.R. Colan Associates, LLC received the highest combined score. Services will include title reporting, appraisals, and property purchase negotiations.

If you have additional questions, I am available to respond.

CC: L. Lofton, J. Weinell

AGREEMENT FOR CONSULTING SERVICES

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), dated this ____ day of _____, 2022 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and O.R. Colan Associates, LLC ("Consultant").

WITNESSETH THAT:

WHEREAS, City submitted a Request For Proposal for Property Acquisition Services for the North Main Street Safety Improvements and the Wayne Avenue Widening projects; and,

WHEREAS, Consultant responded to City's Request for Proposal, setting forth that it is experienced and qualified to provide the property acquisition services for the Project, and willing to provide such professional Property Acquisition Services to City; and,

WHEREAS, Consultant's response to the Request for Proposal has been accepted by City.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, City and Consultant agree as follows:

ARTICLE 1 – SERVICES TO BE PERFORMED

Consultant shall perform the property acquisition services for the North Main Street Safety Improvements and the Wayne Avenue Widening projects project, hereinafter referred to as the Project described in the Request for Proposal, hereinafter referred to as the RFP, a copy of which is attached as Exhibit A and incorporated herein by reference. To the extent not inconsistent with Exhibit A, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response the RFP, hereinafter referred to as the Proposal, a copy of which is attached as Exhibit B and incorporated herein by reference.

For purposes of this Agreement, all professional surveying services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City, or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

Consultant shall provide its services pursuant to the Agreement in accordance with current accepted professional standards appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the project is located ("Standard of Care").

ARTICLE 2- COMPENSATION

- A. The City shall pay Consultant a sum not to exceed Two Hundred Forty-Seven Thousand Two Hundred Fifty Dollars (\$247,250.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in the Proposal dated May 9, 2022, attached as Exhibit B.

- B. Consultant shall invoice City, not more frequently than monthly, for payment. Such invoices shall state the invoice period and total amount requested and contain itemized listing of the Services provide and the amount for each such Services. Unless disputed in good faith, City shall tender payment of all invoiced within thirty (30) days from receipt thereof.

ARTICLE 3- TERM

This Agreement shall commence upon execution by City and shall terminate on December 31, 2028, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.

ARTICLE 4- INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold harmless City, its elected officials, employees, and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the Consultant's negligent performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives.

ARTICLE 5- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain at least the following insurance:

- (1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate; and
- (2) Automobile liability insurance, with a combined single limit of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident; and
- (3) Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability insurance with a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence; and
- (4) Professional liability insurance, with a minimum annual aggregate of Five Hundred Thousand Dollars (\$500,000); and
- (5) Errors and omissions insurance in the amount of Five Hundred Thousand Dollars (\$500,000), to protect the City from any errors that Consultant and/or its employees may commit in the performance of the Services.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. All insurance policies, excluding workers' compensation insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

Within thirty (30) days of the execution of this Agreement, Consultant shall furnish City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained within.

Consultant shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.

ARTICLE 6- TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately, and City shall pay Consultant only for those services accepted by the City.

City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for City's convenience, upon restart, an equitable adjustment may be made to Consultant's compensation, if necessary. In the event of termination by City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to City.

ARTICLE 7- COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Consultant: O. R. Colan Associates, LLC
8790 Governor's Hill Drive, Suite 101
Cincinnati, Ohio 45249
Attention: Anna Lee Durastanti

City: City of Dayton
Department of Public Works
101 West Third Street
Dayton, Ohio 45402
Attention: Frederick M. Stovall, Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

ARTICLE 8- NON DISCRIMINATION

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or

handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling City to terminate this Agreement at its option.

ARTICLE 9- CONFIDENTIALITY

Either party may provide the other with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private". Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for two (2) years following the date of disclosure of the confidential or proprietary information, it shall not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party shall protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it shall only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Section shall prohibit or limit either party's use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) acquired by it from a party that is not, to the other party's knowledge, under an obligation not to disclose such information, (iv) that is or becomes publicly available through no breach of this Agreement by the other party, (v) when such disclosure is required by an order of a Court or under state or federal law, or (vi) when such disclosure is authorized in writing by a party to this Agreement.

ARTICLE 10- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of City upon payment.

Consultant shall retain its rights in standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

ARTICLE 11- GENERAL PROVISIONS

A. Waiver

A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for

which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

B. Delay

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

C. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Meetings and Evaluation

Consultant shall meet with City's designees at such times designated by City to review and discuss performance of this Agreement. Consultant shall cooperate with City in all respects concerning the review and monitoring of Consultant's performance pursuant to this Agreement.

E. Independent Contractor

By executing this Agreement, Consultant acknowledges and agrees that it will be providing Services to City as an "independent contractor." As an independent contractor for City, Consultant is prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Paragraph. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of City, without the express prior written approval of a duly authorized representative of City.

Consultant understands and agrees that it is not a City employee, and therefore, will not be entitled to, nor will it make any claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be solely responsible to withhold and pay all applicable local, state, federal taxes, and Workers' Compensation Insurance. Contractor is not a "public employee" for the purpose of the Ohio Public Employees Retirement System (OPERS) membership

F. Assignment

Consultant shall not assign any rights or duties under this Agreement without the prior written consent of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Consultant, approved by the City's Director of Public Works, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to Exhibits A and B, the terms and conditions of this Agreement shall control.

I. Entire Agreement/Integration

This Agreement together with Exhibits A represents the entire and integrated agreement between City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, City and Consultant, each by a duly authorized representative, have executed this Agreement as of the day and date first set forth above.

CITY OF DAYTON, OHIO

O. R. COLAN ASSOCIATES, LLC

City Manager

By: Steph J Roth
Title: President

**APPROVED AS TO FORM
AND CORRECTNESS**

**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:**

[Signature]
City Attorney *LSB*

_____, 20____

Min./Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

3.

From **1300 - Civil Service Board**

Date **July 13, 2022**

Expense Type **Service Agreement**

Total Amount **\$422,189.00 (thru 8/31/2025)**

Supplier, Vendor, Company, Individual

Name **Dayton Public Schools**

Address **115 South Ludlow Street
Dayton, Ohio 45402**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General	10000-1300-29320-62	\$422,189.00

Includes Revenue to the City ☒ Yes ☐ No Affirmative Action Program ☐ Yes ☐ No ☒ N/A

Description

DAYTON PUBLIC SCHOOLS SERVICE REIMBURSEMENT

The Dayton Civil Service Board serves as the civil service commission for the Dayton City School District for the appointment and employment of classified employees. The Civil Service Board provides such services as test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees.

As Ohio Revised Code 124.54 requires the school district to share in the cost of civil service administration, the Board of Education will pay annually the City of Dayton one-hundred thirty-six thousand five hundred ninety-one dollars and zero cents (\$136,591.00) for school year 2022-2023; one-hundred forty thousand six hundred eighty-nine dollars and zero cents (\$140,689.00) for school year 2023-2024; and, one hundred forty-four thousand nine hundred and nine dollars and zero cents (\$144,909.00) for school year 2024-2025 for such services.

This agreement is effective upon execution through August 31, 2025.

This agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Revenue and a copy of the agreement are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

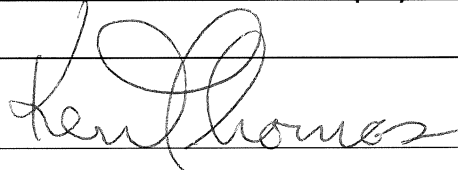
Customer Information: Name Dayton Public Schools
Address 115 South Ludlow Street
City Dayton State Ohio Zip+4 45402 -
Customer # Add Type/Seq #
Federal ID# 31-6000784

Revenue Information: Fund 10000 Orgn 1300 Rev 29320 Prog Actv 62
upon

Contract Information: Contract Start Date execution Contract Expiration Date 8/31/2025

Billing Information: Rate: \$136,591 Arrears Pre-bill
Monthly (1st month of billing)
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing) September
Other (explain) \$140,689 (9/1/2023); \$144,909 (9/1/2024)
Rate Change Date Rate Change Amount


Description of Services (wording on invoice): Provide test development and administration,
employment eligibility determination and oversight, layoff process oversight, disciplinary appeal
hearings, reclassification and reinstatement of employees.

Departmental Approval 

TO BE COMPLETED BY FINANCE

City Reference Number 17-3691 Auditor D Bailey Date 6-30-2022

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance  6/30/22

AGREEMENT FOR REIMBURSEMENT FOR CIVIL SERVICE ADMINISTRATION

THIS SERVICE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____, between the City of Dayton, Ohio ("City") and the Dayton, Ohio Board of Education ("School Board").

WITNESSETH THAT:

WHEREAS, the civil service commission of a city is authorized, pursuant to Ohio Revised Code §124.011 to serve as the commission for the school district for the appointment and employment of classified employees as defined in Ohio Revised Code §124.11; and

WHEREAS, the City of Dayton Civil Service Board ("Civil Service Board") serves as such commission for the Dayton Public Schools ("Dayton Schools"); and

WHEREAS, the Civil Service Board has provided such services as test development and administration, employment eligibility determination and oversight, layoff process oversight, disciplinary appeals hearings, reclassification and reinstatement of employees; and

WHEREAS, Ohio Revised Code §124.54 requires the school district to share in the cost of civil service administration;

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement, the City and the School Board agree as follows:

Article I - Scope of Services:

1. The Civil Service Board shall provide the following services:

- 1.1. Provide testing services by administering Promotional and Open Competitive written, typing and/or agility testing, including:
 - 1.1.1. Advertise and post notices for examinations
 - 1.1.2. Accept and review applications for certification
 - 1.1.3. Certify the qualifications of applicants for competitive positions
 - 1.1.4. Notify applicants of certification with admittance notice for examinations
 - 1.1.5. Notify applicants of non-certification
 - 1.1.6. Perform Task Analysis of positions for test development to determine knowledge, skills and abilities needed to perform the job
 - 1.1.7. Develop written tests, typing tests and/or agility testing for posted positions
 - 1.1.8. Provide applicant review process for protested questions
 - 1.1.9. Determine Veteran's credit eligibility for scoring purposes
 - 1.1.10. Calculate seniority for promotional purposes
 - 1.1.11. Provide final scoring for tested positions
 - 1.1.12. Develop and rank eligibility lists

- 1.1.13. Notify applicants of scores and eligibility ranking; and
- 1.1.14. Provide eligible lists to Associate Director, Human Resources.
- 1.2. Review classification specifications, classification plan (job descriptions) and employee reclassification packets in accordance with Civil Service Rules.
- 1.3. Prepare agenda items for Civil Service Board consideration of employment actions, including:
 - 1.3.1. Extension of eligible lists
 - 1.3.2. Reclassification of employees
 - 1.3.3. Reinstatement requests from former employees
- 1.4. Verify layoff process by:
 - 1.4.1. Calculating applicable retention points and/or seniority points, based on information received from Dayton Public Schools
 - 1.4.2. Preparing Recall Lists, as needed.
- 1.5. Hear employee appeals for:
 - 1.5.1. Disciplinary actions
 - 1.5.2. Reassignments/demotions for disability reasons
 - 1.5.3. Layoffs due to reductions in force.
- 2. To ensure proper completion of the responsibilities listed above, the Dayton Board of Education agrees to:
 - 2.1. Maintain and update employee records and provide relevant information to Civil Service as requested or as necessary to fulfill the terms of this Agreement
 - 2.2. Within the first quarter of each calendar year, provide to Civil Service a classification plan consisting of the titles and class specifications (job descriptions) for all positions in the classified service
 - 2.3. Provide annual performance appraisals for all classified employees
 - 2.4. Provide proof of exhaustion of eligible lists within 30 days of exhaustion of lists
 - 2.5. Recommend subject-matter experts as needed to assist with test development
 - 2.6. Provide quarterly seniority lists
 - 2.7. Provide a Dayton Public Schools organization chart annually or as updated
 - 2.8. Provide agendas of every Board of Education Meeting.

Article II – Payment:

- 1. School Board agrees to pay City the following remuneration for City to provide the services outlined in Article I of this Agreement: one hundred thirty-six thousand five hundred ninety-one dollars and zero cents (\$136,591) for school year 2022-2023; one hundred forty thousand six hundred eighty-nine dollars and zero cents (\$140,689) for school year 2023-2024; and, one hundred forty-four thousand nine hundred and nine dollars and zero cents (\$144,909) for school year 2024-2025. The remuneration due for the 2023-2024 school year, and the 2024-2025 school year, reflect a three percent (3%) increase for each school year.

2. Said costs shall be made payable to the City of Dayton within the first quarter of each of the three school years during the term of this Agreement.

Article III – Amendment:

This Agreement may be amended, at any time, provided that such amendment makes specific reference to this Agreement and is executed in writing, signed by a duly authorized representative of the City and the School Board, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio. Any such amendments shall not invalidate this Agreement.

Article IV – Entire Agreement/Integration:

This Agreement represents the entire and integrated agreement between the City and the School Board. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

Article V – Waiver:

A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the City's rights with respect to any other or further breach.

Article VI – Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

Article VII – Non-Discrimination:

The City and the School Board shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identification, ancestry, national origin, place of birth, age, marital status, veteran status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment, or compensation, or selection for training, including apprenticeship.

Article VIII – Termination:

The City and the School Board may terminate this Agreement whenever either party determines such action to be in its best interest. Notice of termination shall be made by mailing a notice of termination to the City of Dayton through the Civil Service Board or to the Superintendent of Schools of behalf of the Board of Education by certified mail to its usual

place of business. The notice, given at least ninety (90) days prior to the effective date, shall state the date upon which such action is effective.

Article IX – Term:

This agreement shall be in effect from September 1, 2022 through August 31, 2025.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City, and the School Board, by duly authorized representatives, have entered into this Agreement as of the date first set forth above.


CITY OF DAYTON, OHIO

DAYTON BOARD OF EDUCATION

City Manager



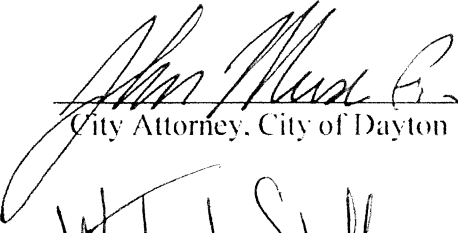
President



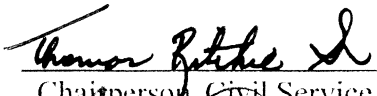
Treasurer

**APPROVED AS TO FORM
AND CORRECTNESS:**

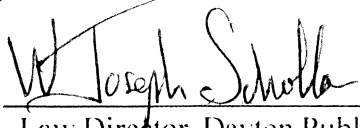
APPROVED BY:



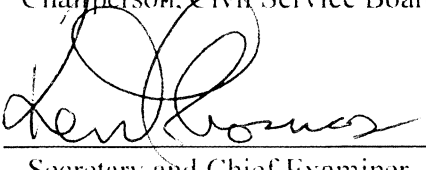
City Attorney, City of Dayton



Chairperson, Civil Service Board



Law Director, Dayton Public Schools



Secretary and Chief Examiner

**APPROVED BY THE COMMISSION OF
THE CITY OF DAYTON, OHIO:**

_____, 2022

Min./Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

4.

From **2360 - Planning, Neighborhoods & Dev /
Mediation**

Date **July 13, 2022**

Expense Type **Service Agreement**

Total Amount **\$85,000.00 thru 07-01-2023**

Supplier, Vendor, Company, Individual

Name **Montgomery County Juvenile Court**

Address **380 West Second Street
Dayton, Ohio 45422-2400**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	16702-2360-22606-33	\$85,000.00

Includes Revenue to the City ☒ Yes ☐ No Affirmative Action Program ☐ Yes ☐ No ☒ N/A

Description

Service Contract with Montgomery County Juvenile Court for Mediation Services

The Department of Planning, Neighborhoods & Development requests approval to enter into a Service Contract with Montgomery County Court of Common Pleas, Juvenile Division for the Juvenile Court Mediation Program. The City's Mediation Center will work with youths referred by the Court's Intervention Center; youths with official cases who have been referred as first-time offenders with unruly or delinquent misdemeanor and truancy offenses.

The Program will generate revenue not to exceed \$85,000.00 for case management, mediation, and evaluation services for court-referred youth. Payment shall be based on the rate of two hundred dollars (\$200.00) per mediation referral. The Mediation Center expects to receive approximately four hundred twenty-five (425) referrals during the 2022-2023 agreement period.

The program has been funded by the Montgomery County Court from the Ohio Department of Youth Services for twenty-four (24) years.

This agreement shall commence July 1, 2022, and it shall expire June 30, 2023.

The Department of Law has reviewed and approved this Agreement as to form and correctness.

The revenue source is the General Fund – Mediation Center.

A Certificate of Revenue is attached.

E-SIGNED by Michelle Zarembo
on 2022-07-06 14:13:37 GMT

Signatures/Approval

Approved by City Commission

Division

E-SIGNED by Todd Kinskey
on 2022-07-06 14:14:26 GMT

Department

City Manager

Clerk

Date

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name **Montgomery County Juvenile Court**
ATTN: Tiffany Dulin

Address **380 West Second Street**

City **Dayton** State **Ohio** Zip+4 **45422 4240**

Customer Number **316000172** Address Location

Revenue Information: Fund **16702** Organization **2360** Revenue **22606** Program **33**

Contract Information: Contract Start Date **7-1-2022** Contract Expiration Date **6-30-2023**

Billing Information: Rate: **\$200.00/referral** Arrears **XX** Pre-bill

Monthly (1st month of billing) **August 2021**

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

Other (explain)

Rate Change Date **N/A** Rate Change Amount **N/A**

Description of Services (wording on invoice): **For mediation services provided under the Montgomery County Juvenile Court Service Understanding. Cost is \$200.00/referral.**

Departmental Approval

E-SIGNED by Todd Kinskey
on 2022-06-22 19:56:38 GMT

TO BE COMPLETED BY FINANCE

Revenue Contract Number **8-0172** Auditor **Lisa D Fletcher** Date **06/23/2022**

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance

2022 JUN 23 10:10 AM
4444444444444444
2022

MEMORANDUM



June 22, 2022

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Todd M. Kinskey, Director
Department of Planning, Neighborhoods & Development

SUBJECT: Montgomery County Juvenile Court – Service Contract

E-SIGNED by Todd Kinskey
on 2022-06-22 19:56:19 GMT

The Montgomery County Juvenile Court is establishing a Service Contract with the City of Dayton. There will be up to \$85,000.00 of revenue to the City from this contract. The Mediation Center will work with youths referred by the Court's Intervention Center; youths with official cases who have been referred as first-time offenders with unruly or delinquent misdemeanor and truancy offenses.

Montgomery County has requested final approval of the contract. The City Commission Office and City Manager will sign the contract once it's approved by the City Commission. Then it will be routed to Montgomery County. The agreement will not be fully executed until all signatures are received from the Prosecuting Attorney, Board of County Commissioners of Montgomery County, and Montgomery County Court of Common Pleas, Juvenile Division.

This is the twenty-fourth (24th) year that the program has been funded by the Montgomery County Juvenile with funds from the Ohio Department of Youth Services.

If you have any questions, please contact Michelle Zarembo at extension 2352.

TMK/mlz

Attachments
C: LaShea Lofton
Joe Parlette

**MONTGOMERY COUNTY JUVENILE COURT
SERVICE CONTRACT**

THIS CONTRACT, made and entered into on this _____ day of _____, 20____, in Dayton, Montgomery County, Ohio by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, located at 451 West Third Street, Dayton, Ohio 45422, hereinafter called the “County”, the MONTGOMERY COUNTY COURT OF COMMON PLEAS, Juvenile Division, located at 380 West Second Street, Dayton, Ohio 45422, hereinafter called the “Court”, and the CITY OF DAYTON, located at 101 West Third Street, Dayton, Ohio 45402 hereinafter called the “Provider.”

WITNESSETH:

WHEREAS, the County, the Court and the Provider mutually desire to contract with each other to provide mediation services for youth and families referred by the Court as it pertains to the 2022 – 2023 Ohio Department of Youth Services grant award and as embodied in the scope of services and proposal attached hereto and hereinafter referred to as “Exhibit A”; and

WHEREAS, the Provider is uniquely qualified, experienced, and willing to perform said work, when there is a Contract specifying the rights and duties of each party.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Contract, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF SERVICE

1.1 The Provider agrees to perform the services embodied in the work scope attached hereto and hereinafter referred to as “Exhibit A”. Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The Provider further agrees that it will notify the Court prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without the prior approval of the Court’s Administration.

ARTICLE TWO: SCHEDULE OF PAYMENT

2.1 To compensate the Provider for services rendered, the Court agrees to pay the Provider for authorized expenditures incurred in the execution of this Contract and services described in “Exhibit A”, which can be verified by documentation. Payment shall be based on the rate of **TWO HUNDRED DOLLARS AND ZERO CENTS (\$200.00)** per mediation referral. In no event will the Provider receive reimbursement in excess of the sum of **EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00)**.

2.2 It is understood and agreed by the parties hereto that the Court will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work without the prior written approval of the Court.

2.3 Contract funds must be expended on youth for whom these services cannot be reimbursed through Medicare and/or Medicaid, which is considered payment in full and cannot be supplemented by Contract funds. If youth are denied service by their third-party insurance providers or their co-pays and/or deductible amounts are higher than the maximum allowable rate for service, Court management staff will determine

whether to approve or deny payment authorization. If third party insurance providers authorize only partial payments for such services, Court management staff will determine whether to authorize payment for the remaining uncovered cost up to the maximum allowable rate for service.

2.4 The Provider will secure proper authorization for release of records from the client's parent or guardian prior to release of records to the Court. If unable to secure proper authorization for release of records, the Court will not be billed for the services provided by the Provider.

2.5 Payment(s) to the Provider will be made after the Court has received and approved the invoice denoting the provision of the service rendered, which must include a breakdown of all expenditures on a Court approved financial expenditure report. Invoices shall be submitted to the Court within 10 days after the first of each month. Invoices(s) shall be submitted to Eric Shafer, Court Administrator, Montgomery County Juvenile Court, 380 West Second Street, Dayton, Ohio 45422-4240.

ARTICLE THREE: TERM

3.1 The term of this Contract shall be from the first day of July 1, 2022 and shall terminate on June 30, 2023.

3.2 All parties agree that the terms of the herein Contract shall apply to any time period between the above-stated start date, and the full execution of this Contract by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS/COMPLIANCE

4.1 The Provider, its agents, employees, assigns are not officers, agents or employees of the Court or the County; but, to the contrary, are independent contractors. The Provider, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Court or the County.

4.2 The Provider agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The Provider, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the Provider as employer.

ARTICLE FIVE: CONFLICT OF INTEREST

5.1 This Contract in no way precludes, prevents, or restricts the Provider from obtaining and/or working under additional contractual arrangement(s) with a party other than the Court, assuming that the additional contractual work in no way impairs the Provider's ability to perform the services required under this Contract.

5.2 The Provider contracts that at the time of entering into this Contract he has no interest in or shall he acquire any interest, direct or indirect, in any contractual agreement which will conflict in any manner with performance of the services required under this Contract.

ARTICLE SIX: MODIFICATION AND SEVERABILITY

6.1 This Contract constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any proposed change in this Contract shall be submitted to the Court for its prior written approval. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be

invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.2 There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Contract.

ARTICLE SEVEN: SAFEGUARDING OF CLIENT

7.1 Provider agrees that disclosure of any information by the Provider, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE EIGHT: PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

8.1 Provider agrees to comply with the Prison Rape Elimination Act (PREA) and follow the Court's zero-tolerance of sexual abuse and sexual harassment within its facilities/programs/offices for all youth and staff/volunteers/contract.

8.2 Provider agrees to report any findings of sexual abuse or sexual harassment immediately to the Court Administrator.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY

9.1 During the performance of this Contract, the Provider will not discriminate against any employee, applicant for employment or any client because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

9.2 The Provider, or person claiming through the Provider, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said Provider. The Provider shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INDEMNIFICATION

10.1 Montgomery County and the City of Dayton are separate political subdivisions of the State of Ohio, and each shall assume responsibility for any loss, cost or damages caused by or arising out of any acts, errors and omissions of its own respective employees and agents in the performance of this Contract. Each is entitled to common law and statutory immunities and defenses, none of which are waived by this Contract.

ARTICLE ELEVEN: ASSIGNMENT

11.1 The parties expressly agree that this Contract shall not be assigned by the Provider without the written approval of the Court.

ARTICLE TWELVE: INSURANCE/BONDING

12.1 The Provider agrees to carry the required liability insurance and/or bonding necessary, as referred to in "Exhibit B", for the delivery of the service to be provided.

ARTICLE THIRTEEN: TERMINATION

13.1 This Contract may be terminated by either party upon notice, in writing delivered upon the other party thirty (30) days prior to the effective date of termination. The Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of termination of this Contract.

13.2 The parties further agree that should the Provider become unable for any reason to complete the work called for by virtue of this Contract, that such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Court, and further the Court shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the Court.

13.3 Notwithstanding the above, the Provider shall not be relieved of liability to the Court and the County for damages sustained by the Court and the County by virtue of any breach of the Contract by the Provider; and the Court may withhold any compensation to the Provider for the purpose of set-off until such time as the amount of damages due the Court from the Provider is agreed upon or otherwise determined.

ARTICLE FOURTEEN: MONITORING AND EVALUATION

14.1 The Court and the Provider will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which services are being provided. The Provider will also participate in program evaluation activities being undertaken by the Court and/or an independent evaluator.

14.2 The Provider shall submit to the Court all prescribed reports detailing the progress of the work performed under this Contract.

14.3 The Provider shall maintain a financial management system, which records all Contract costs and expenditures. The Provider shall comply with all applicable State and Federal fiscal management guidelines.

14.4 The Provider shall maintain and preserve all financial and program records related to this Contract including any documentation used in the administration of the program, for a period of at least three (3) years from the termination date of this Contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

14.5 All financial and program records related to this Contract shall be subject to inspection, review or audit by the County or the Court and their duly authorized representatives.

ARTICLE FIFTEEN: DISCLOSURE

15.1 The Provider hereby covenants that he has complied with the County's Disclosure Policy adopted pursuant to Resolution No. 88-1276, dated July 5, 1988, which requires anyone contracting with the Court and the County to disclose any business relationship or financial interest that said Provider has with a County or Court employee, employee's business, or any business relationship or financial interest that a County or Court employee has with the Provider or the Provider's business.

15.2 The Provider must review and comply with the Ohio Ethics Law, released by The Ohio Ethics Commission. The law and related statutes can be accessed here: <https://ethics.ohio.gov/education/overview.html>. The Provider certifies that it (1) has reviewed and understands the Ohio Ethics Law and Related Statutes, and (2) will take no action inconsistent with those laws. The Provider understands that failure to comply with the Ohio Ethics Law is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

ARTICLE SIXTEEN: GOVERNING LAW

16.1 This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

ARTICLE SEVENTEEN: SIGNATURES

17.1 The Provider hereby acknowledges that this Contract must be signed and returned to the Montgomery County Court of Common Pleas, Juvenile Division, by the Provider within thirty (30) days of receipt of said Contract for signature or the Contract may be canceled and voided by the Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ____ day of _____, 20__.

WITNESS:

**BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO**

By _____
Carolyn Rice

By _____
Judy Dodge, President

By _____
Deborah A. Lieberman

OR

By _____
Michael B. Colbert
County Administrator

**MONTGOMERY COUNTY COURT OF
COMMON PLEAS, JUVENILE DIVISION**

By _____
Eric J. Shafer, Court Administrator

CITY OF DAYTON, OHIO

By _____
Shelley Dickstein, City Manager

APPROVED AS TO FORM
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By _____
Ward Barrentine, Chief Assistant Prosecuting Attorney

Date _____

APPROVED AS TO FORM AND CORRECTNESS:

6/21/2022

X John Musto for

City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE
CITY OF DAYTON, OHIO:

_____, 20____

Min./Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A

SCOPE OF SERVICES

MEDIATION SERVICES

The Provider's Dayton Mediation Center will provide mediation services to the COURT for the following youths who will be screened by the COURT for eligibility based upon their prior court involvement and the nature of the charge:

- Non-adjudicated youth who have been referred to the COURT's Intervention Center on an unruly or delinquent misdemeanor offense. These referrals may be unofficial dispositions through or as alternatives to the Intervention Center's (IC's) administrative hearings; or
- Adjudicated youth with official cases who have been referred for victim/offender mediation services by Magistrates or Probation Services.

The mediation services for non-adjudicated youth referred by IC will provide an alternative to formal intervention procedures in that youth, along with their families, will be given the opportunity to talk about the charge and possibly the relationship between the complainant and the defendant. This program will afford the youth and their families the opportunity to take responsibility for determining the outcome of their actions, i.e. modeling a dialogue process that keeps decision making in their control, and if they are in agreement, to keep the situation out of the court and preventing another youth from court intervention and the possibility of the establishment of an official record for the youth.

The victim/offender mediation services for adjudicated offenders will offer a process where the offender has an opportunity to be accountable to the victim. It also provides a process where the victim and offender meet together in a controlled environment to air feelings and discuss losses and may develop a mutually agreeable restitution plan.

Community Impact Panel (CIP) may be an option for non-adjudicated and adjudicated youth. CIP can help referred youth understand the impact of their actions on the community by allowing volunteer citizens (who can serve in the role of "victim" where the actual victim does not wish to confront the offender) to express the human effects of misbehavior and personally restore offenders to citizenship in the community,

A letter is mailed to the appropriate parties stating that mediation is scheduled and that their attendance is requested. The case will be referred back to the COURT if the defendant refuses to attend. Upon scheduling of mediation, the COURT makes case information available to the Dayton Mediation Center. The Mediation Specialist attempts to contact the parties to explain the process of mediation, answer questions and confirm their appointment. Mediators are assigned to the cases. Through this process, the defendant is able to take responsibility for his/her actions in an appropriate way as determined by the mediation dialogue.

The case is completed when complainants and defendants have completed their dialogue, or the defendant has completed the CIP, and decided what needs to happen with the charge. Their options include complainants dropping the charge, or complainants and/or defendants having the case sent to the Court for further actions.

The entire mediation intervention process can include case management, pre-mediation sessions and the mediation session(s) itself, and can average between 4-5 hours.

Monitoring and Evaluation Requirements

The Provider, through its Dayton Mediation Center, will:

- Provide training to the Court staff on the Dayton Mediation Center's programs and practices;
- Provide progress reports on the youth being referred by the COURT to the Dayton Mediation Center;
- Submit the prescribed youth tracking forms;
- Submit the prescribed annual report at the end of the grant year.

The Dayton Mediation Center will also be required to measure the following objectives in the delivery of these services:

- 70% of adjudicated youth will successfully complete the program. (This figure includes the number of adjudicated youth who successfully complete the program divided by the total number of adjudicated youth terminated from the program.)
- 70% of the non-adjudicated youth will have no further involvement with the Court within 60 days of a successful mediation. (This figure includes the number of non-adjudicated youth who have no further involvement within 60 days after a successful mediation divided by the total number of non-adjudicated youth within 60 days after a successful mediation.)

EXHIBIT B
Insurance Requirements
Interlocal Agreements (Public Entities)

INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN INTERLOCAL AGREEMENT:

- A. The Provider shall comply with all applicable laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement, and keep in full force and effect, Workers' Compensation Insurance for its employees. A copy of the document evidencing said Workers' Compensation coverage shall be furnished to the Court by the Provider upon written request and the receipt of a fully executed Agreement.
- B. The Provider shall maintain sufficient insurance, or may self-insure, to cover liability and damages as more specifically set forth below.
- C. Before commencing this Agreement, the Provider shall furnish the Court with a Certificate of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the County at least thirty (30) days prior written notice. In the event the Provider fails to promptly furnish the Court with acceptable Certificates of Insurance, the Court shall have the right to suspend payments until acceptable certificates (including renewals, if appropriate) are received by the Court, or to declare a default under this Agreement.
- D. The Provider shall maintain the following insurance coverages:
1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, and contractual liability coverage as defined by the insured contraction of the policy.

General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The limit should be \$1,000,000 each Occurrence/\$3,000,000 aggregate.
 2. Cyber Liability Coverage
 - a. Information/Security & Privacy \$1,000,000 claim/aggregate
 - b. Regulatory Action (Defense & Penalties \$1,000,000 claim/aggregate
 - c. Webside-Media Content \$1,000,000 claim/aggregate

- | | |
|----------------------------|-----------------------------|
| d. Privacy Breach Response | \$1,000,000 claim/aggregate |
| e. Extortion | \$1,000,000 claim/aggregate |

INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERLOCAL AGREEMENT:

If any part of this Agreement is contracted or subcontracted, the Provider shall require its contractor(s) and subcontractor(s) to maintain the same minimum insurance requirements listed above and to name the Board of Montgomery County Court of Common Pleas, Juvenile Division as an additional insured and shall furnish to the Court separate certificates and endorsements for each contractor or subcontractor.

By: Ms. Turner Stoss

No: 999-22

5.

AN INFORMAL RESOLUTION

In Support of Proposed State Legislation to Bring Single Payer Healthcare to Ohio Residents and Federal Legislation to Bring Single Payer Healthcare to All Residents of the United States.

WHEREAS, Every person in Dayton deserves high quality health care; and

WHEREAS, The number of Americans without health insurance before the COVID-19 pandemic was still nearly 30 million, with more than 40 million Americans underinsured, despite important gains made since the implementation of the Affordable Care Act; and

WHEREAS, The current COVID-19 pandemic has led to record levels of unemployment, loss of employer-sponsored health insurance, a severely strained health care system, widespread illness, and taken a profound toll on our community's mental health, all of which is placing significant demands on our health care system; and

WHEREAS, Many people delay seeking needed health care due to an inability to pay, leading to a sicker and poorer population in the long run; and

WHEREAS, Such a population is significantly more likely to develop serious illness if exposed to COVID-19 and will subsequently face higher mortality rates from the disease; and

WHEREAS, The ever-increasing costs of health care, which are further elevated due to the pandemic, may challenge our already strapped municipal budgets; and

WHEREAS, COVID-19 related treatment could cost uninsured patients tens of thousands of dollars; and

WHEREAS, In order to equitably and effectively address the health care burden of the COVID-19 crisis, we must urge the United States Congress to expand health insurance coverage to provide comprehensive coverage to every resident of the United States without any cost sharing; and

WHEREAS, A single payer health care system such as Medicare for All would provide national health insurance for every person in the United States for all necessary medical care including prescription drugs; hospital, surgical and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; and long-term care; and

WHEREAS, A single payer health care system such as Medicare for All would provide coverage without copays, deductibles or other out-of-pocket costs, and would slash bureaucracy, protect the doctor-patient relationship and assure patients a free choice of doctors; and

WHEREAS, Recent polls show that a majority of Americans support Medicare for All; and

WHEREAS, The Medicare for All Act of 2021 will guarantee that all residents of Dayton will be fully covered for health care without copays, deductibles or other out-of-pocket costs, and would save millions in taxpayer dollars now spent on premiums that provide often inadequate health insurance coverage for government employees; and

WHEREAS, The quality of life for the residents of Dayton, Ohio will vastly improve because they would be able to get the ongoing care they need, instead of waiting until they have a medical emergency that could upend their lives as well as further burden local resources; and

WHEREAS, Rationing health care according to ability to pay has diminished the overall health of our citizens to the point that the United States ranks last among industrialized nations in health outcomes and as many as 30,000 people in the United States die each year due to inadequate health care; and

WHEREAS, Numerous academic studies have concluded that the administrative savings under a single-payer, Medicare for All system would be enough to cover the currently uninsured and improve coverage for all those who now have only partial coverage; and

WHEREAS, Entrusting care to profit-oriented firms diverts billions of dollars to outrageous incomes for CEOs and threatens the quality of care; and

WHEREAS, The failure to provide affordable and appropriate preventative health care services places unnecessary and more costly demands upon Dayton emergency health care services; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON

Section 1. That the Commission urges Congress to enact emergency legislation to provide universal, comprehensive health coverage with zero cost-sharing for patients and enthusiastically supports the a move to a single payer health care system such as Medicare for All, introduced by the Medicare for All Act of 2021 (H.R. 1976).

Section 2. That the Commission hereby asks Ohio Senators Sherrod Brown and Robert Portman as well as Congressperson Mike Turner to support the move to a single payer system such as Medicare for All and to work toward its immediate enactment, assuring appropriate and efficient health care for all residents of the United States.

Section 3. That the Commission expresses its enthusiastic support for OH HB446 and OH SB 253 (2021), entitled “Provide universal health care coverage to all Ohio residents.”

Section 4. That the Commission hereby asks Ohio State Representative Willis Blackshear and Ohio State Senator Stephen Huffman to support for OH HB446 and OH SB 253 (2021), entitled “Provide universal health care coverage to all Ohio residents” and to

work toward its immediate enactment, assuring appropriate and efficient health care for all Ohio residents.

Section 5. That copies of this Resolution be transmitted to the Washington D.C. offices of Senator Brown, Senator Portman, and Congressman Turner; the Columbus offices of State Representative Blackshear and State Senator Huffman; and to Single Payer Action Network (SPAN) Ohio State Director Debbie Silverstein.

ADOPTED BY THE COMMISSION....., 2022

SIGNED BY THE MAYOR....., 2022

Attest:

Clerk of Commission

Approved as to form:



City Attorney